



COMMUNITY RECOVERY FUND GRANT PROGRAM

PROGRAM GUIDELINES

February 1, 2023

Table of Contents

Introduction	3
2023 Grant Cycle Timeline.....	3
Objectives of the Community Recovery Fund	4
Program/Project Requirements & Eligibility.....	5
Eligible Organizations.....	7
Ineligible Organizations.....	7
Eligible Uses of Funds	8
Ineligible Uses of Funds	8
Applications	9
Grant Awards	9
Contact	10
Exhibit A – 2023 Income Guidelines	11
Exhibit B – Grant Agreement	12

Introduction

The COVID-19 pandemic exposed the long-standing deficiencies and inequities in public and social systems across the country. The demands of the pandemic weakened these already overworked systems, which often disproportionately impacted individuals most in need of services and supports. Recognizing this, the federal government has delivered billions of dollars to local governments for pandemic response and recovery, providing the resources needed to build strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

The City of Bethlehem has received federal pandemic recovery funding that has enabled it to establish the City of Bethlehem Community Recovery Fund Grant Program (the “Grant Program”). Through the Grant Program, the City of Bethlehem will be making new investments in the community in an effort to improve and expand the ways we take care of each other through local public and social services.

In the first round of grant funding in 2023, the City of Bethlehem will award up to \$750,000 in grants to nonprofits and community organizations. Grants may be awarded to applicants who demonstrate they meet the objectives and requirements of the Grant Program, as described in these grant guidelines. The Grant Program will prioritize nonprofit and community organizations and programs that serve marginalized communities such as Low-Moderate income households, LGBTQ+, Black Indigenous People of Color (BIPOC), unhoused, and food insecure communities.

The Grant Program is subject to the guidelines, policies, and procedures described herein, as may be modified by the City of Bethlehem from time to time in its sole discretion.

2023 Grant Cycle Timeline

February 1, 2023 – Zoom Informational Session

March 1, 2023 - Application Opens

April 30, 2023 – Application Closes

Notification of decisions on grant applications are expected to be made in the late summer/fall 2023.

Objectives of the Community Recovery Fund

The City of Bethlehem created the Grant Program to further pandemic recovery in the short-term and invest in organizations and programs that will help our community rebuild over the long-term by providing systemic and sustainable solutions to the most pressing problems people are facing.

To help determine what problems are most pressing and what needs are greatest for people in the City of Bethlehem, the City surveyed residents. Through an outreach and community engagement effort titled We Build Bethlehem, we asked residents to help prioritize twenty-two possible project areas based on need (such as food assistance, senior services, and rental assistance). Between April and October 2022, the City of Bethlehem connected with residents in-person, at local events, community centers, food pantries, senior residential buildings and public meetings, and online through social media and email outreach efforts. The City of Bethlehem analyzed the We Build Bethlehem survey results, reviewed the existing landscape of public and social services and alternative funding sources, and ultimately concluded that each of the twenty-two project areas identified in the survey should be considered priority areas for the City of Bethlehem's pandemic recovery efforts.

The City of Bethlehem established three funding sources in the 2023 City Budget for pandemic recovery: (1) Affordable Housing; (2) Homeless Initiatives; and (3) the Community Recovery Fund, which funds this Grant Program. The Grant Program will primarily support programs and projects that fit within the identified areas of need detailed more fully in the program/project eligibility section of these guidelines, but that do not constitute affordable housing or homelessness initiatives.

In the first round of grant funding, the Grant Program will award grants of between \$10,000 and \$75,000 to eligible nonprofit and community organizations, as described in the organization eligibility section of these guidelines. All nonprofit and community organizations that meet the eligibility criteria are encouraged to apply for funding. Successful applications will be ones that demonstrate how their eligible proposed program or project addresses the negative impacts of COVID-19 on the community and aligns with the objectives of the Grant Program.

Program/Project Requirements & Eligibility

The Community Recovery Fund offers programmatic grants – grants that support a program or project that is tied to specific, program- or project-based outcomes. The Grant Program will award grants of between **\$10,000 and \$75,000 per organization** for eligible expenses of programs or projects that meet the Grant Program requirements.

The requirements for programs/projects offered by an eligible organization are as follows:

- Programs/projects must serve a population of at least 51% Bethlehem residents
- Programs/projects should align with one or more of the priority areas listed below:
 - Arts and Culture
Funding to support organizations and programs in the arts and cultural spaces.
 - Child Care Support
Funding for the expansion of childcare facilities and/or the provision of direct assistance to families in need of childcare to enable qualified low-moderate income parents and guardians to work.
 - Climate Justice
Funding to protect frontline communities that experience the first and worst of climate change by addressing the lack of access to healthy food, inadequate public transportation, air and water pollution, and unsafe homes.
 - Community Center
A community center that would meet the recreational needs on the South Side.
 - Economic Development
Funding to assist economic development.
 - Education and Literacy Programs
Funding for educational community programs and initiatives.
 - Food Assistance
Funding for creating and expanding access to healthy food.
 - High-Speed Internet
Funding to support creation of City-wide broadband for qualified low-moderate income households to help bridge the digital divide.
 - Job Training
Funding for the provision of job training and resources to assist people in applying for and obtaining jobs in a variety of careers and trades.

- Mental Health and Counseling Services
Funding for mental health services, including drug and alcohol counseling.
- Parks and Recreation
Funding to improve public parks, pools, and sports facilities and to enhance recreational programs and opportunities, particularly those available to and geared toward low-moderate income residents.
- Public Communication Tools
Funding for the development, implementation, and maintenance of public communication platforms, tools, and strategies, particularly to increase access and engagement with individuals and groups that traditionally lack access.
- Public Health
Funding dedicated to improve public health outcomes and preparing for significant future health events.
- Senior Services
Funding to support for senior citizens including in-home assistance and personal care services.
- Utility Assistance
Funding to assist residents who are in danger of losing their water, gas, electric, or other utility services.
- Violence Prevention
Funding for education and engagement opportunities with youth to take a proactive stance against violence.

Programs/projects that align with multiple priority areas will be more heavily favored.

The priority areas identified above should be interpreted broadly to include a wide variety of potential programs and projects. Programs or projects that do not directly align with the priority areas listed above but that support Bethlehem residents in the spirit of the Grant Program, including any programs or projects addressing housing or homelessness, will still be considered at the City's discretion.

*Please note: If the City of Bethlehem identifies other federal, state, or local funding sources that better align with an organization's proposed program or project, the City may decline to award funding through the Grant Program and encourage the applicant to pursue alternate funding sources.

Eligible Organizations

The requirements for organizations are as follows:

- Applicant must be a nonprofit or community organization whose mission aligns with the goals of the Community Recovery Fund.
- The nonprofit or community organization must be located in Bethlehem and/or serve the residents of Bethlehem.

Preference will be given to eligible organizations with these characteristics:

- Nonprofit and community organizations that have not already received public COVID-19 funding
- Nonprofit and community organizations that are not currently being funded by any programs administered by the City of Bethlehem
- Nonprofit and community organizations serving a population of at least 51% residing in a Low-Moderate Income household (see Exhibit A for definition)
- Nonprofit and community organizations serving a population of at least 51% Black, Indigenous, People of Color (BIPOC), LGBTQ+, and/or people with disabilities (as defined by the Americans with Disabilities Act)

Ineligible Organizations

- For-profit entities.
- Organizations that do not serve Bethlehem residents
- Organizations established after March 1, 2022
- Organizations that are in active default (not on a payment plan) with taxes or fees owed to the federal, commonwealth, county and/or local governments
- Religious organizations or institutions that do not offer secular programming
- Organizations engaged in any activity that is illegal under federal, state, or local law
- Organizations that are not, and have not been at any time within the prior six (6) months, actively engaged in business, whether on a temporary or permanent basis
- Organizations that spend more than 51% of their budgeted expenses engaged in political or lobbying activities

Eligible Uses of Funds

Eligible uses of Grant Program funding include the following:

- Funding for new programs/projects
- Funding for existing programs/projects
- Funding for capital expenditures of \$10,000 or more¹
- Funding for supplies, materials, and salaries of employees being utilized by the program or project the applicant is seeking to fund
- Equipment that will be utilized by the program or project the applicant is seeking to fund

Ineligible Uses of Funds

Ineligible uses of Grant Program funding include the following:

- Financing for the use of facilities or equipment for political purposes or to engage in other partisan political activities
- Funding in excess of 50% of the organization's projected total annual expenses for the program/project year
- Funding for non-secular programming

¹ Construction, reconstruction, demolition, alteration, or repair work (other than maintenance) that exceeds \$25,000 in total may be subject to additional requirements, including prevailing wage laws.

Applications

Grant Program applications will be open from March 1, 2023 to April 30, 2023. Beginning March 1, 2023, eligible organizations may apply through the application portal hosted by Neighborly Software accessible via the City of Bethlehem website. Applications not submitted through Neighborly will not be accepted. Technical training and assistance will be available.

Applicants will be asked to provide basic information about their organization and the details of the program/project they are seeking to fund, including budget narratives and projected outcome of the program/project.

Applicants will be asked to provide the following documents, as applicable, as PDF or JPEG uploads:

- Evidence of filed organizational documents, such as
 - State Tax Exemption Documentation or Internal Revenue Services (IRS) Determination or Affirmation Letter of 501(c)(3), 501(c)(6), or 501(c)(19) status;
 - Articles of Incorporation, bylaws, and current list of board of directors and officers;
 - Limited liability company certificate of formation;
 - Fictitious name registration; or
 - Pennsylvania Subsistence Certification.
- Prior two years of IRS Form 990 and any extension documentation, as applicable
- Current Copy of IRS W9 Form, as applicable

The City of Bethlehem may in its discretion ask any applicant for additional information about its organization or program/project during the application review process.

Grant Awards

Notification of decisions on grant applications are expected to be made in late summer/fall 2023. Grant awards will thereafter be made upon execution of an agreement in substantially the same form as attached hereto as Exhibit B (the “Grant Agreement”) between grant recipients and the City of Bethlehem. Each Grant Agreement shall be for a term of twenty-four (24) months. Upon termination of the grant, recipients must submit a final report relating to the expenditure of the grant funds, and the City of Bethlehem may in its discretion also request periodic reports relating to the expenditure of the grant from time to time during the term of the grant. The City of Bethlehem may in its discretion also request that for any capital project the recipient provide a prevailing wage determination letter prior to the execution of the Grant Agreement.

Contact

Please contact Maison Allen at mallen@bethlehem-pa.gov with all inquiries related to the City of Bethlehem's Community Recovery Fund grant application.

Exhibit A – 2023 Income Guidelines

Family Size	Extremely Low Income (0-30% AMI)	Low Income (30-50% AMI)	Moderate Income (50-80% AMI)	Over Income (Over 80% AMI)
1 Person	\$0 - \$19,050	\$19,051 - \$31,750	\$31,751 - \$50,750	Over \$50,750
2 People	\$0 - \$21,800	\$21,801 - \$36,250	\$36,251 - \$58,000	Over \$58,000
3 People	\$0 - \$24,500	\$24,501 - \$40,800	\$40,801 - \$65,250	Over \$65,250
4 People	\$0 - \$27,200	\$27,201 - \$45,300	\$45,301 - \$72,500	Over \$72,500
5 People	\$0 - \$29,400	\$29,401 - \$48,950	\$48,951 - \$78,300	Over \$78,300
6 People	\$0 - \$31,600	\$31,601 - \$52,550	\$52,551 - \$84,100	Over \$84,100
7 People	\$0 - \$33,750	\$33,751 - \$56,200	\$56,201 - \$89,900	Over \$89,900
8 People	\$0 - \$35,950	\$35,951 - \$59,800	\$59,801 - \$95,700	Over \$95,700

Exhibit B – Grant Agreement

CITY OF BETHLEHEM COMMUNITY RECOVERY FUND GRANT PROGRAM GRANT/FUNDING RECIPIENT AGREEMENT

THIS CITY OF BETHLEHEM COMMUNITY RECOVERY FUND GRANT PROGRAM GRANT/FUNDING RECIPIENT AGREEMENT (the “Agreement”) is entered into as of this ____ day of _____, 20__, by and among [NAME OF GRANT RECIPIENT], (the “Recipient”) and **CITY OF BETHLEHEM**, a municipal corporation being a City of the Third Class, subject to the Optional Third Class City Charter Law, organized and existing under the law of the Commonwealth of Pennsylvania, with an address of 10 East Church Street, Bethlehem, Pennsylvania 18108 (the “City”). Recipient and the City are referred to herein from time to time collectively as the “Parties” and individually as a “Party.”

BACKGROUND

The City is the recipient of federal stimulus funding from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 (collectively referred to as “ARPA Funds”) under Section 603(b) of the Social Security Act, as amended by Section 901 of the American Rescue Plan Act (“ARPA Act”). In accordance with the ARPA Act, the City has allocated the ARPA Funds for the administration of the City of Bethlehem Community Recovery Fund Grant Program (the “Grant Program”), subject to the guidelines, policies and procedures established by the City from time to time as it relates to the Grant Program (collectively, the “Grant Program Spending Guidelines”), which are incorporated herein by reference.

Recipient is a(n) [[FORM OF ENTITY] organized under the laws of the Commonwealth of Pennsylvania][adult individual(s)] and has submitted an application for funds through the Grant Program.

In accordance with the terms and conditions of this Agreement, the City has determined that Recipient is qualified to receive, and Recipient has applied for and has agreed to accept, funds through the Grant Program to support a project that provides [PROJECT/PROGRAM DESCRIPTION] (the “Project”), as more fully detailed in Exhibit A to this Agreement, which is incorporated herein by reference which project is necessary for the community and economic wellbeing of City residents and the economic health of the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. Background. The Background Section is an integral part of this Agreement and is fully incorporated herein by reference.
2. Allocation. The City approves a grant to Recipient is the total amount of [AMOUNT OF GRANT (\$____)] (the “Grant”). The actual time for payment of the Grant, as more fully described in Exhibit A, shall be determined by the City in accordance with, and subject to, the City guidelines, policies and procedures for the Grant Program.
3. Use of Grant Funds. The Grant shall be used solely for the Project as described in Exhibit A hereto. In the event the City, in its sole discretion determines that Recipient is not using the

funds granted in accordance with this Agreement, the City shall advise Recipient by written notice of any deficiencies. If Recipient fails to institute corrective action within ten (10) days from the date of the notice, the City shall have the right to: (a) terminate this Agreement and withdraw or reduce funding; and/or (b) suspend this Agreement until said corrective measures have been effectuated by Recipient; and/or (c) require Recipient to repay the funds in part or in full. The above rights are cumulative and the City's failure to exercise these rights immediately shall not constitute a waiver by the City, nor shall the City be estopped from exercising these rights at any time.

4. Term. This Agreement shall be for a term commencing on [START DATE OF GRANT PROGRAM], and expiring on the date occurring twenty-four (24) months from this date, unless terminated sooner per this Agreement (the "Term").

5. Termination.

A. Termination of Agreement for Cause. If, through any cause, in part or in full, not the fault of Recipient, Recipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Recipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to Recipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the above, Recipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Recipient, and the City may withhold any payments to Recipient for the purpose of setoff until such time as the exact amount of damages due the City from Recipient is determined.

B. Termination for Convenience of the City. The City may terminate this Agreement at any time for the convenience of the City, by a notice in writing from the City to Recipient.

C. Termination for Non-Appropriation or Lack of Funding. Recipient acknowledges that the City is a municipal corporation and that this Agreement is subject to the appropriation of funds by the City sufficient for this Agreement for each budget year in which this Agreement is in effect. Recipient therefore agrees that the City shall have the right to terminate this Agreement, in whole or in part, without penalty in the event sufficient funds to provide for City payment(s) under this Agreement is not appropriated, not authorized or not made available pursuant to law, or such funding.

6. Acknowledgment of Funding Source. Unless otherwise agreed upon in writing between the Parties, Recipient agrees that any publications, studies, or reports which are made possible by or derived, in whole or in part, from the Grant and any news articles, brochures, seminars, or other promotional materials or media or events through which Recipient publicizes the Project funded in whole or in part by the Grant will acknowledge the City's support in the following manner: "Funding for this Project has been provided by/contributed by the City of Bethlehem."

7. Monitoring of Project. During the Term, inspections of the Project may be performed by the members of the City, including certified personnel, as needed, and at the request of Recipient. Recipient is responsible for immediately notifying the City, in writing, should deficiencies in workmanship or completion of the Project become apparent.

8. Financial Records and Financial Report. Recipient shall maintain satisfactory financial accounts, books, records, documents, and other evidence sufficient to properly reflect the amount, receipt, and expenditure of the Grant. Recipient shall submit to the City a final report relating to the expenditure of the Grant on the earlier of the last day of the Term or within five (5) days of its full expenditure of the Grant. The City reserves the right to request periodic reports relating to the expenditure of the Grant from time to time during the Term. All financial records and financial reports shall be prepared in accordance with generally accepted accounting principles.

9. Audit and Examination. Upon request, the City's authorized representatives shall be provided with access and shall have the right to examine all financial records, documents, facilities, and activities related to Recipient's performance of this Agreement and to the receipt and expenditure of the Grant. Failure to comply with the request for audit, or a lack of documentation and records, may cause termination of this Agreement. Termination of this Agreement for failure to comply will require all unused or disallowed funds provided to Recipient to be refunded to the City.

10. Preservation of Records. Recipient shall preserve and make available all records related to performance of this Agreement and related to the receipt and expenditure of the Grant until the expiration of thirty-six (36) from the date of final payment to Recipient or as required by applicable law, whichever is longer.

11. Insurance. Recipient agrees to maintain appropriate insurance for the Project at all times during the Term and, upon request from the City, deliver a copy of that Certificate of Insurance to the City.

12. Tax Consequences. Recipient acknowledges that receipt of these funds may have Federal and/or Pennsylvania tax consequences, and/or create Federal and/or Pennsylvania tax liabilities; that Recipient is solely responsible for determining the impact of those tax consequences or liabilities on Recipient; that Recipient is not relying on the City to determine whether such tax consequences or liabilities may arise or exist; and that Recipient is responsible to consult its accountant or tax advisor to determine the scope and impact of such tax consequences or liabilities. Recipient further acknowledges that the use and expenditure of the funds by Recipient may require compliance with various laws and regulations governing the use and expenditure of governmental funds by third-parties; that Recipient is solely responsible for determining the applicability and impact of such laws and regulations; that Recipient is not relying on the City to determine whether such laws or regulations are applicable; and that Recipient is responsible to consult its own legal counsel to determine the scope and impact of such laws and regulations.

13. Statement of Non-Discrimination. In performing this Agreement, Recipient shall not, and shall ensure that any and all contractors or subcontractors, employees, agents, volunteers, officers, officials, directors, volunteers, and affiliates, also shall not discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, sexual orientation, actual or perceived gender identity, or any other basis prohibited under law. Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

14. The Parties' Relationship. This Agreement shall not be construed as giving rise to any agency, partnership, joint venture, or employment relationship between the City and Recipient. Recipient shall have no ability to bind the City and shall not hold itself out as having any such ability. Neither Recipient nor any of Recipient's officers, employees, agents, or subcontractors, if any, is an employee of the City by virtue of this Agreement. Recipient's employees and agents shall not be entitled to any salary or benefits relating to City employment.

15. No Assignment. Recipient shall not assign this Agreement without the City's written authorization. Any unauthorized assignment shall be void and shall be considered a material breach of this Agreement.

16. Indemnification. Recipient shall indemnify, hold harmless, and defend the City, its City Council, boards and commissions, officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with this Agreement, Recipient's performance hereunder, Recipient's or subcontractor's negligence including active or passive, or strict liability, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Recipient, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless of any limitation of coverage by insurance, with the exception of the sole negligence or willful misconduct of the City. The provisions of this section shall survive the expiration or termination of this Agreement.

17. Remedies. In the event that Recipient fails to comply with the conditions set forth in this Agreement, the City shall have the right to prosecute an action against Recipient on behalf of itself and/or any other aggrieved party.

18. Force Majeure. Neither Party shall be held responsible for delays when such delays are caused by conditions beyond its control, including without limitation, acts of God, fire, explosion, epidemic, cyclone, flood, war, strikes, revolution, civil commotion, or acts of public enemies, change of law and order, proclamation, regulation, ordinance, or governmental requirement, delays caused by third-parties, except where such delays are the result of lack of adequate coordination or cooperation by Recipient.

19. Notice. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective five (5) calendar days from the date of mailing or if personally delivered, from the date of personal delivery. If notice is given by mail, it shall be delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

The City: City of Bethlehem
 10 East Church Street
 Bethlehem, Pennsylvania 18108
 Attn:

Recipient: _____

20. Right to Know. In the event Recipient furnishes any documentation, materials or information to the City which contains confidential, privileged or personally identifying information and is marked as such, the City will maintain and preserve all such documentation, materials and information as confidential, privileged and private to the extent permitted by law and such documentation, materials and information shall not be disclosed to any person other than those City employees, professionals or agents who are required to review and evaluate such documentation, materials, and information as part of their respective jobs unless such disclosure is required by law, statute, administrative order, court order and/or subpoena. Notwithstanding any provision set forth herein, Recipient hereby acknowledges that this Agreement and any related documents, may be subject to disclosure pursuant to the Pennsylvania Right to Know Law, 65 P.S. §§67.101, *et seq.*

21. Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

22. Compliance with Law. Recipient shall be responsible for complying with all application local, state and federal laws, rules, and regulations, whether now in force or hereinafter enacted.

23. Waiver. The City reserves the right to waive any provisions of this Agreement under any circumstances it deems prudent, but it is under no obligation to do so. If the City should grant a waiver in particular circumstances, it shall not be obliged to grant any similar or ongoing waivers for similar or ongoing future circumstances.

24. Severability. Should any portion of this Agreement be declared null, void, or unenforceable by legal or governmental action, all remaining sections shall remain in full force and effect.

25. Amendment. This Agreement may be amended by mutual agreement in writing between Recipient and the City. Any request by Recipient for amendments must be in writing stating the amendment request and reason for the request.

26. Entire Agreement. This Agreement together with Grant Program Spending Guidelines and any attachments contained herein is the final, complete, exclusive, and fully integrated record of the agreement of the Parties with regard to this matter and supersedes any prior or contemporaneous agreements or understandings, whether oral or written, between the Parties with respect to the subject matter of this Agreement. No amendment or modification of this Agreement, and no waiver of any of its terms, shall become effective unless in writing and signed by all Parties. The express terms of this Agreement control and supersede any course of performance or usage of trade inconsistent with any of the terms hereof.

27. Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania excepting conflicts of laws, and without regard to rules of construction or interpretation relating to which Party drafted this Agreement. The Parties confer exclusive jurisdiction to interpret and enforce this Agreement upon the

Northampton County Court of Common Pleas and waive any objections to such jurisdiction and venue, including objection as to an inconvenient forum.

28. Survival. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

29. Captions. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this City of Bethlehem Community Recovery Fund Grant Program Grant/Funding Recipient Agreement to be duly executed and delivered on the date and year first above written.

WITNESS/ATTEST:

[NAME OF RECIPIENT]

[NAME OF ENTITY]

By: _____
[NAME AND TITLE OF SIGNOR FOR
RECIPIENT]

ATTEST:

CITY OF BETHLEHEM

George Yasso
City Controller

BY: _____
J. William Reynolds
Mayor

EXHIBIT A
SCOPE OF WORK

Project Description:

Deliverables & Performance Measures:

Payment Schedule & Eligible Expenditures:

Funding used for ineligible expenditures will require repayment to the City.

The grant funds will be used to support the Project. Eligible expenditures under this Agreement include:

The Grant will be disbursed as follows upon the full execution of this Agreement:

Notwithstanding any provision to the contrary, to the extent the Project involves any construction, reconstruction, demolition, alteration and/or repair of any real property, Recipient will be required to provide the City with a copy of the Prevailing Wage Determination letter from the Commonwealth of Pennsylvania prior to the disbursement of any funds by City to Recipient.

Miscellaneous Provisions:

To the Extent the Project involves any improvements or modifications to the real property owned by Recipient or its affiliate (defined herein as the "Property"), the following additional provisions shall apply:

Declaration of Restriction. Recipient understands and acknowledges that his/her receipt of the Grant is contingent upon Recipient and the City entering into a Declaration of Restriction, in form and substance acceptable to the City, which shall be recorded by the City with the Recorder of Deeds in the City in which the Property is located. Recipient shall execute and deliver to the City the Declaration of Restriction within five (5) days of its preparation by the City. Upon receipt, the City will countersign the Declaration of Restriction and take the necessary steps to record the Declaration of Restriction with the applicable Recorder of Deeds. Recipient further acknowledges that Recipient may not transfer in whole or in part any legal or equitable interest in the Property, or assign any obligations hereunder to a purchaser or other recipient of the Property, during the Term and thereafter for a period of [NUMBER OF YEARS THE RESTRICTION WILL BE IN PLACE]. If Recipient makes such a transfer, Recipient will be required to repay the Grant. During the Term and thereafter for a period of [NUMBER OF YEARS THE RESTRICTION WILL BE IN PLACE], Recipient may request that the City subordinate its interest in the Declaration of Restriction if required by a lender to refinance an existing mortgage on the Property. The City, may, in its sole discretion, provide such subordination to the new mortgage holder.

Access to Property; Cooperation. Recipient shall cooperate fully with the contractor identified in the Contract (the "Contractor") and shall not do anything to interfere with or prevent the Contractor from completing the work in a timely manner. Recipient shall allow the Contractor access to the Property provided the Contractor gives Recipient at least twenty-four (24) hours' notice. Recipient is responsible for notifying all tenants and insuring that the Contractor has access to all dwelling units in the Property. Recipient further agrees that the Contractor will be permitted to use, without payment, all existing utilities, such as lights, heat and water, as needed, during the rehabilitation work.

Additional Insurance. Recipient is responsible for obtaining a copy of the Certificate of Insurance evidencing that Contractor has insurance in place that complies with its obligations under the Contract. Upon request from the City, Recipient will deliver a copy of that Certificate of Insurance to the City.

Property Maintenance. During the Term, to the extent applicable, Recipient shall maintain the Property in compliance with all applicable City Codes, and regulations and ordinances governing the Property. If it is determined that Recipient has neglected to remedy a problem and/or maintain the Property in accordance with this Section, Recipient may be required to repay the Grant, in whole or in part, as determined in the sole discretion of the City.